

AC

Agenda Item Form

Agenda Date: 03/30/04

Districts Affected: N/A

Dept. Head/Contact Information: [Police Department, Cliff Walsh, (915) 564-7309]

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
☒ Grant (duration of funds: 3 Months)
☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Renewal of contracts is necessary to provide the community with a Multi-Agency Referral System (MARS) to reduce the incidence of risk behaviors by offering direct and ancillary services for youth.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
Salary & benefits

Statutory or Citizen Concerns:

None Expected

Departmental Concerns:

None Expected

2004 MAR 24 PM 3 26

CITY CLERK DEPARTMENT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ESTHER S. MATA** to assist the Police Department as a Multi-Agency Referral System (MARS) Coordinator at a biweekly rate of \$1,105.29 for 40 hours per week. The term of the contract shall be for the period of April 3, 2004 through August 31, 2004.

APPROVED this 30th day of March, 2004.

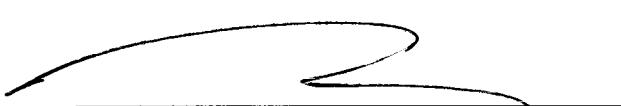
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Guadalupe Cuellar
Deputy City Attorney

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STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ESTHER S. MATA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a Multi-Agency Referral System (MARS) Coordinator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about April 3, 2004 and be completed by August 31, 2004.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand One Hundred Five and 29/100 Dollars (\$1,105.29) for forty (40) hours per week. Employee may be required to use own vehicle for response and will be reimbursed at the Standard Mileage Rate established by the Internal Revenue Service which determines this rate for reimbursing car expenses for a maximum of \$2,995.00. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such

other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY:	City of El Paso
	Police Department
	Attn: Interim Chief
	2 Civic Center Plaza

El Paso, Texas 79901-1196

EMPLOYEE: Esther S. Mata

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 30th day of March, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Esther S. Mata

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Richard Wiles, Interim Chief
Police Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 3/25/04

ATTACHMENT A

Multi-Agency Referral System (MARS) Coordinator

Summary

Under general direction administer MARS referral system; develop and administer comprehensive strategies through a collaborative, holistic approach including prevention and enforcement to reduce the incidence of risk behaviors.

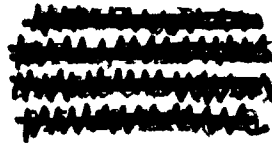
Scope of Services

Plan, assist in planning, and coordinate with a coalition of community organizations/schools that will interact in programs and events offering direct and ancillary services for youth. Involves: surveying target population, community agencies and others to identify community norms and impact methods; establishing program goals and methods to measure achievement of program objectives; analyzing statistical data to determine feasibility and impact of initiatives; monitoring and evaluating the overall performance of program and recommending revisions; resolving problems relating to program operations by conferring with program participants, community agencies and other individuals. Collect and analyze statistical data and complete required reports and forms. Answer incoming phone calls and e-mails.

Promote public understanding and support of program. Involves: establishing liaison with representatives of public and private agencies and the general public to build coalitions to accomplish program initiatives; recruiting participants, preparing and delivering presentations to groups and individuals; preparing press releases and related information materials.

Perform related professional duties as assigned.

Esther S. Mata



September 1999-present – Truancy Prevention Specialists, Program Coordinator

I worked with the Truancy program in the Hanks and feeder schools. The program focuses on being an advocate for the student and family. Be able to communicate with school officials, parents, students and court system. Be responsible for negotiation and arbitration between court, school and family to meet specific goals for the student. Provide referrals and resources to student and family when needed in each case. Objective is so student will graduate high school.

May 2000-September 2002 – AmeriCorps/Action Youth member

Organized and participated as an AmeriCorps member in the Intramurals program where 100 youth per day participated. Served at Desert View Middle School doing tutoring in Math and Reading. Actively participated in all community service projects to include to community service sites. During the summer of 2002, we were required to obtain our own sites. I obtained three approved sites for service hours not only for myself, but for other AmeriCorps members as well. Through my community service involvement, I was able to secure additional sites for members who otherwise may not have had the opportunity.

Voluntary experience:

PTSA (Hanks) 1999-present
CEIC (Hanks and DVMS) 1996-present
Tattoo Removal State Program 2000-present
Gang Prevention State Program 2001-present
Dame La Mano 1999-present
Woodmen of the World Insurance 1999
Old Fashion Christmas for special needs children 2002-present
Sparks Colonial-providing for families 1999-present
PTA Desert View Middle 1995-1998
Visa Coordinator for volunteers for middle and high school 1994-1998
PTA Vista Hills Elementary 1990-1996

Education:

Austin High School - 1973
Howard Payne University – 1998, Bachelor of Science

RECEIVED

MAR 27 2003

HUMAN RESOURCES DEPT.
ADMINISTRATION